

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

GOPI VEDACHALAM and KANGANA  
BERI, on behalf of themselves  
and all others similarly  
situated

Plaintiff,

v

No C 06-00963 VRW

ORDER

TATA AMERICA INTERNATIONAL  
CORPORATION, a New York  
corporation; TATA CONSULTANCY  
SERVICES, LTD, an Indian  
corporation; and TATA SONS, LTD,  
an Indian corporation

Defendant.

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TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE TAKE  
NOTICE OF THE FOLLOWING QUESTIONS FOR THE HEARING SCHEDULED  
NOVEMBER 30, 2006 AT 2:00 PM:

The court has reviewed the parties' papers and does not  
wish to hear the parties reargue matters addressed therein. If the  
parties intend to rely on authorities not cited in their briefs,

1 they are ORDERED to notify the court and opposing counsel of these  
2 authorities reasonably in advance of the hearing and to make copies  
3 available at the hearing. If the parties submit such additional  
4 authorities, they shall submit the citations to the authorities  
5 only, without argument or additional briefing. Cf N D Civil Local  
6 Rule 7-3(d). The parties will be given the opportunity at oral  
7 argument to explain their reliance on such authority.

8 The parties shall address the following questions:

- 9 1. Both parties have made arguments relating to formation  
10 and validity of the 1997 Service Agreement and September  
11 24, 2000 letter. Neither party, however, has addressed  
12 choice of law. Should the court apply federal common  
13 law, Indian law, California law, international law or  
14 some combination? What authorities support this choice?
- 15 2. Article II, section 2 of the United Nations Convention on  
16 the Recognition and Enforcement of Foreign Arbitral  
17 Awards ("Convention") provides that an "agreement in  
18 writing" shall include an arbitral clause in a contract  
19 or an arbitration agreement, signed by the parties or  
20 contained in an exchange of letters or telegrams."  
21 Should the court interpret "shall include" broadly as  
22 "words of enlargement" as defendants argue?
- 23 3. Article II, section 3 of the Convention applies to "a  
24 subject matter capable of settlement by arbitration."  
25 Plaintiff has asked for injunctive relief. Is injunctive  
26 relief available in Indian arbitration against all three  
27 defendants?
- 28 4. Defendants assert that they have changed their policy on  
paying employee's taxes. Do these policy changes moot  
Vedachalam's claims for injunctive relief?

IT IS SO ORDERED.



VAUGHN R WALKER  
United States District Chief Judge